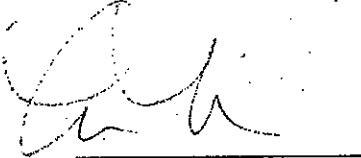


**PREAMBLE**

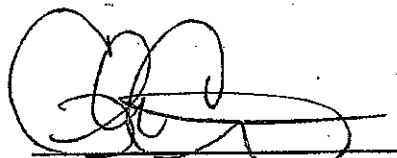
This Agreement is entered into by the State of Washington, referred to as the  
"Employer," and the Washington Public Employees Association, Local 365, United Food  
and Commercial Workers, AFL-CIO, referred to as the "Union."

**For Union:**



Date 7/24/06

**For Employer:**



Date 7/24/06

**ARTICLE 1**  
**RECOGNITION CLAUSE**

The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees in the bargaining units as so certified by the Public Employment Relations Commission. ~~For descriptive purposes only, a list of the bargaining units certified to the Union is listed in Appendix A, Bargaining Units Certification. This does not mean that the jobs will continue to exist or be filled.~~

**For Union:**



**Date**

7/24/06

**For Employer:**



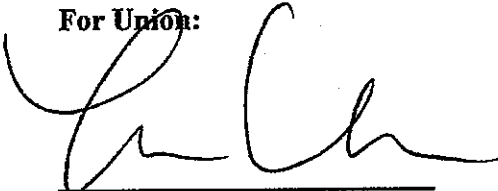
**Date**

7/24/06

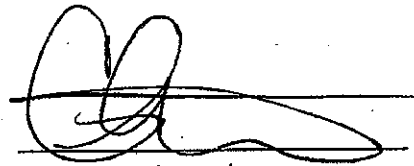
**ARTICLE 2**  
**NON-DISCRIMINATION**

Under this Agreement, discrimination against employees on the basis of religion, age, gender, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or the presence of any sensory, mental or physical disability is prohibited, and no unlawful harassment will be tolerated.

For Union:

  
8/14/06

For Employer:

  
8/14/06

**ARTICLE 3**

**PROMOTIONS AND VACANCIES**

3.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

3.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 32, Layoff and Recall, of this Agreement and are confined to each individual agency.

3.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

3.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

3.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.

3.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.

3.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

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- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
- B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
- C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.

- 1 E. When recruiting for multiple positions, the agency may add an additional  
2 five (5) agency candidates and five (5) other candidates to the certified list  
3 for each additional position.  
4

5 For Union

For Employer

6  
7  
8  
9 Date

8/23/06

Date

8/23/06

ARTICLE 4

HIRING AND APPOINTMENTS

4.1 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

4.2 Types of Appointment

A. Non-Permanent

Non-permanent appointments will be in accordance with WAC 357-19-360 through 430.

B. In-Training Appointment

In-training employment will be in accordance with WAC 357-19-235 through 285.

C. Project Employment

Project appointments will be in accordance with WAC 357-19-305 through 345, except WAC 357-19-310.

~~1. The Employer may appoint employees into project positions which are classified positions established for purpose of a defined project for which the Employer expects the work to be of a time limited nature with an expected end date. Upon appointment, the Employer will notify the employees, in writing, of the expected ending date of the project employment.~~

~~2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary~~

period. ~~Employees will gain permanent project status upon successful completion of their probationary period.~~

~~Employees with permanent project status will serve a trial service period when they:~~

a. ~~Promote to another job classification within the project; or~~

b. ~~Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.~~

~~3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non project positions. Employees may, as required by the Employer, serve a trial service period upon transfer, voluntary demotion, or promotion to a non project position in a job classification that the employees have not previously attained permanent status in.~~

~~4. Return rights of a permanent employee who accepts an appointment to a project position will be in accordance with WAC 357-19-340.~~

D. Seasonal Career Employment

Seasonal career appointments will be in accordance with WAC 357-19-300 through 303.

~~1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but are less~~



1                   ~~than twelve (12) months in duration during any consecutive twelve~~  
2                   ~~(12) month period.~~

3  
4                   ~~2. Upon completion of a probationary period (in accordance with Section~~  
5                   ~~4.3 A), employees in seasonal career employment shall assume the~~  
6                   ~~rights of employees with permanent status.~~

7  
8     **4.3    Review Periods**

9           A.   Probationary Period

10           1.   Every part-time and full-time employee, following his or her initial  
11                appointment to a permanent position, will serve a probationary  
12                period of six (6) consecutive months; except that any class for  
13                which the probationary period was twelve (12) months on July 1,  
14                2005, will continue to have a twelve (12) month probationary  
15                period. The Employer may extend the probationary or trial service  
16                period for an individual employee, as long as the extension does  
17                not cause the total period to exceed twelve (12) months, on a case-  
18                by-case basis. The Employer agrees to notify the Union when it  
19                intends to extend the probationary or trial service of an employee  
20                beyond six (6) months.

21  
22           2.   The Employer may separate a probationary employee at any time  
23                during the probationary period, and such separation will not be  
24                subject to the grievance procedure in Article 27. The Employer  
25                must give a minimum of one (1) calendar day written notice prior  
26                to the effective date of separation.

27  
28           3.   The Employer will extend an employee's probationary period, on a  
29                day-for-a-day basis, for any day(s) that the employee is on leave

1 without pay or shared leave, except for leave taken for military  
2 service.

- 3  
4 4. An employee who transfers or is promoted prior to completing his  
5 or her initial probationary period will serve a new probationary  
6 period. The length of the new probationary period will be as in  
7 Subsection A.1, above, unless adjusted by the appointing authority  
8 for time already served in probationary status. In no case,  
9 however, will the total probationary period be less than six (6)  
10 consecutive months.

- 11  
12 5. If the Employer converts the status of a non-permanent  
13 appointment to a permanent appointment, the incumbent employee  
14 will serve a probationary period. However, the Employer may  
15 credit time worked in the non-permanent appointment toward  
16 completion of the six (6) month probationary period as defined in  
17 Subsection A.1, above.

18  
19 B. Trial Service Period

- 20 1. Except for those employees in an in-training appointment, all other  
21 employees with permanent status who are promoted, or who  
22 voluntarily accept a transfer or demotion into a job classification  
23 for which they have not previously attained permanent status, will  
24 serve a trial service period of six (6) consecutive months. The  
25 Employer agrees to comply with the probationary or trial service  
26 period that the Department of Personnel has designated for each  
27 classification. The Employer may extend the probationary or trial  
28 service period for an individual employee, as long as the extension  
29 does not cause the total period to exceed twelve (12) months, on a  
30 case-by-case basis. The Employer agrees to notify the Union when

1 it intends to extend the probationary or trial service of an employee  
2 beyond six (6) months.

3  
4 2. Any employee serving a trial service period will have his or her  
5 trial service period extended, on a day-for-a-day basis, for any  
6 day(s) that the employee is on leave without pay or shared leave,  
7 except for leave taken for military service.

8  
9 3. With prior written notice by the Employer, all employees failing a  
10 trial service period may be offered an opportunity to revert to a  
11 position in the same agency, that is:

12  
13 a. Vacant or filled by a probationary or non-permanent  
14 employee and is within the trial service employee's  
15 previously held job classification; or

16  
17 b. Vacant or filled by a probationary or non-permanent  
18 employee at or below the employee's previous salary  
19 range.

20  
21 In either case, the employee being reverted must have the  
22 skills and abilities required for the vacant position.

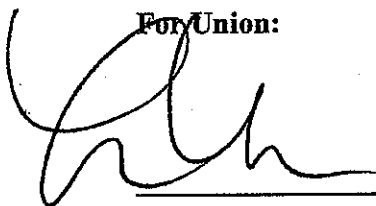
23  
24 4. Any employee failing a trial service period who has no reversion  
25 options may request that his or her name be placed on the agency's  
26 internal layoff list and into the General Government Transition  
27 Pool Program for positions in job classifications where he or she  
28 had previously attained permanent status.

- 1                   5.     The reversion of employees who are unsuccessful during their trial  
2                   service period is not subject to the grievance procedure in Article  
3                   27.  
4

5     **4.4     Return-to-Work Initiative Program**

6     Benefits under this program will be applied in accordance with WAC 357-19-505  
7     through 535.  
8  
9

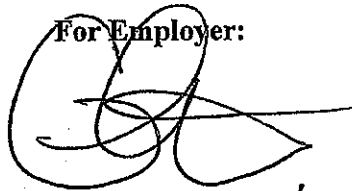
10                   For Union:

11                     
12  
13

14                   Date

15                   8/22/06  
16  
17

18                   For Employer:

19                     
20

21                   Date

22                   8/22/06

## ARTICLE 5 PERFORMANCE EVALUATION

### 5.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors will support employees in their professional development, so that skills and abilities can be aligned with agency requirements.

### 5.2 Evaluation Process

A. Employee work performance will be evaluated ~~during~~ prior to the completion of his or her probationary and or trial service periods and annually thereafter as scheduled by each agency. Probationary or permanent employees whose work performance is determined to be unsatisfactory must be notified in writing of the deficiency(ies). Unless the deficiency(ies) is (are) substantial, the employee shall be given the opportunity to correct the deficiency(ies) and demonstrate satisfactory performance.

B. The performance evaluation process will include, but not be limited to, a written performance evaluation on the EDPP form or the PDP form, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file. Employees will be given copies of their completed evaluation within a reasonable time.

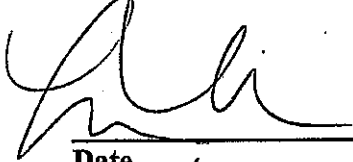
1. C. C.—The performance evaluation procedure may be grieved; however, the  
2 content of the evaluation is not subject to the grievance procedure in Article  
3 27.

4 D. The Employer will make information on the performance evaluation process  
5 readily available to employees and supervisors. An employee may request  
6 training in the Employee Development and Performance Plan (EDPP) or  
7 Performance and Development Plan (PDP) process in accordance with Article  
8 8.1.

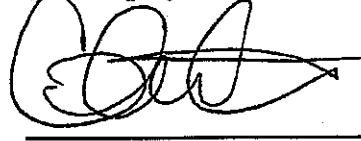
9  
10 **5.3 For Teachers at the Washington School for the Deaf**

11 Evaluations shall be conducted annually and normally completed no later than  
12 May 15<sup>th</sup>.

13  
14 **For Union:**

15   
16  
17  
18  
19 **Date** 7/28/06

**For Employer:**

  
**Date** 7/28/06

ARTICLE 6

HOURS OF WORK

6.1 Definitions

A. Full-time Employees:

Employees who are scheduled to work forty (40) hours per workweek.

B. Law Enforcement Employees:

Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Part-time Employees:

Employees who are scheduled to work less than forty (40) hours per workweek.

D. Workday:

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

F. Work Schedules:

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

G. Work Shift:

The hours an employee is scheduled to work each workday in a workweek.

H. Workweek:

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

1 Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00  
2 midnight the following Saturday, or as otherwise designated by the  
3 appointing authority. If there is a change in their workweek, employees  
4 will be given written notification by the appointing authority.  
5

6 **6.2 Determination**

7 The Employer shall determine whether a position is overtime-eligible or  
8 overtime-exempt. With regard to law enforcement positions, the Employer shall  
9 determine if an overtime-eligible position has an extended work period.  
10

11 **6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)**

12 A. Regular Work Schedules

13 The regular work schedule for overtime-eligible employees shall not be  
14 more than forty (40) hours in a workweek, with starting and ending times  
15 as determined by the requirements of the position and the Employer. An  
16 employee may request different starting and ending times. The Employer  
17 may adjust the regular work schedule with prior notice to the employee as  
18 defined in this Article.  
19

20 B. Alternate Work Schedules

21 Workweeks and work shifts of different numbers of hours may be  
22 established for overtime-eligible employees by the Employer in order to  
23 meet business and customer service needs, if the alternate work schedules  
24 meet the requirements of federal and state laws, and do not result in  
25 overtime. An employee may request different workweeks and work shifts.  
26

27 C. Schedule Changes

28 Employees' workweeks and work schedules may be changed with prior  
29 notice from the Employer. Overtime-eligible employees shall receive five  
30 (5) calendar days' written notice of a schedule change. The day  
31 notification is given is considered the first day of notice. Adjustments in



1 the hours of work of daily work shifts during a workweek do not  
2 constitute a schedule change. The Employer may adjust an overtime-  
3 eligible employee's daily start and/or end time(s) by two (2) hours.  
4

5 D. Emergency Schedule Changes

6 The Employer may adjust an overtime-eligible employee's workweek and  
7 work schedule without prior notice in unexpected, serious situations.  
8

9 E. Employee-Requested Schedule Changes

10 Overtime-eligible employees' workweeks and work schedules may be  
11 changed at the employee's request and with the Employer's approval,  
12 provided the Employer's business and customer service needs are met and  
13 no overtime expense is incurred.  
14

15 **6.4 Overtime-Eligible Law Enforcement Employee Work Schedules**

16 The regular work schedule for full-time overtime-eligible law enforcement  
17 employees, not receiving assignment pay for an extended work period, shall not  
18 be more than one hundred and sixty hours (160) hours in a twenty-eight (28) day  
19 period. Work schedules may be changed in accordance with Subsection 6.3 C  
20 through E, above.  
21

22 **6.5 Overtime-Eligible Unpaid Meal Periods**

23 The Employer and the Union agree to unpaid meal periods that vary from and  
24 supersede the unpaid meal period requirements of WAC 296-126-092. Unpaid  
25 meal periods for employees working more than five (5) consecutive hours, if  
26 entitled, will be a minimum of thirty (30) minutes and shall be scheduled as close  
27 to the middle of the work shift as possible. When an employee's unpaid meal  
28 period is interrupted by work duties, the employee will be allowed to resume his  
29 or her unpaid meal period following the interruption to complete the unpaid meal  
30 period. In the event an employee is unable to complete the unpaid meal period  
31 due to operational necessity, the employee shall be entitled to compensation,

1 which will be computed based on the actual number of minutes worked within the  
2 unpaid meal period. Meal periods may not be used for late arrival or early  
3 departure from work and meal and rest periods shall not be combined.  
4

5 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

6 The Employer and the Union agree to paid meal periods that vary from and  
7 supersede the paid meal period requirements of WAC 296-126-092. Employees  
8 working straight shifts will not receive a scheduled meal period, but will be  
9 permitted to eat intermittently as time allows during their shifts while remaining  
10 on duty. Paid meal periods for employees on straight shifts do not require relief  
11 from duty.  
12

13 **6.7 Overtime-Eligible Rest Periods**

14 The Employer and the Union agree to rest periods that vary from and supersede  
15 the rest periods required by WAC 296-126-092. Employees shall be allowed rest  
16 periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours  
17 worked at or near the middle of each one half (1/2) shift of four (4) or more hours.  
18 Rest periods do not require relief from duty. Where the nature of the work allows  
19 employees to take intermittent rest periods equivalent to fifteen (15) minutes for  
20 each half shift, scheduled rest periods are not required. Rest periods may not be  
21 used for late arrival or early departure from work and rest and meal periods shall  
22 not be combined.  
23

24 **6.8 Overtime-Exempt Employees**

25 Overtime-exempt employees are not covered by federal or state overtime laws.  
26 Compensation is based on the premise that overtime-exempt employees are  
27 expected to work as many hours as necessary to provide the public services for  
28 which they were hired. These employees are accountable for their work product  
29 and for meeting the objectives of the agency for which they work. The  
30 Employer's policy for all overtime-exempt employees is as follows:  
31

- 1 A. The Employer determines the products, services and standards which must  
2 be met by overtime-exempt employees.  
3
- 4 B. Overtime-exempt employees are expected to work as many hours as  
5 necessary to accomplish their assignments or fulfill their responsibilities  
6 and must respond to directions from management to complete work  
7 assignments by specific deadlines. Full-time overtime-exempt employees  
8 are expected to work a minimum of forty (40) hours in a workweek and  
9 part-time overtime-exempt employees are expected to work proportionate  
10 hours. Overtime-exempt employees may be required to work specific  
11 hours to provide services, when deemed necessary by the Employer.  
12
- 13 C. The salary paid to overtime-exempt employees is full compensation for all  
14 hours worked.  
15
- 16 D. With prior approval, overtime-exempt employees are authorized to receive  
17 exchange time at the rate of equal hours off for hours worked above forty-  
18 five (45) hours in a workweek.  
19
- 20 E. If they give notification and receive the Employer's concurrence,  
21 overtime-exempt employees may alter their work hours. Employees are  
22 responsible for keeping management apprised of their schedules and their  
23 whereabouts.  
24

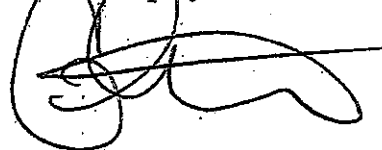
25 For Union:

26 

27  
28  
29 Date

30 8/22/06  
31

For Employer:



Date

8/22/06

ARTICLE 7

OVERTIME

7.1 Definitions

A. Overtime:

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period; or
3. Works while on fire duty as specifically defined in Article 38, Compensation.

B. Overtime Rate:

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work:

For overtime purposes, work is the time actually spent performing the duties assigned in addition to time during which an employee is excused from work for holidays, sick leave, vacations or compensatory time.

D. Work does not include:

1. Shared leave.

2. Leave without pay.

3. Additional compensation for time worked on a holiday.

4. Time compensated as standby, call-back, or any other penalty pay.

## **7.2 Overtime-Eligibility and Compensation**

Employees are eligible for overtime compensation under the following circumstances:

A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

B. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period shall be compensated at the overtime rate.

## **7.3 General Provisions**

A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

1 B. If an employee was not offered overtime for which he or she was qualified,  
2 the employee will be offered the next available overtime opportunity for  
3 which he or she is qualified. Under no circumstances shall an employee be  
4 compensated for overtime that was not worked. There will be no  
5 pyramiding of overtime.  
6

7 **7.4 Compensatory Time for Overtime-Eligible Employees**

8 A. Compensatory Time Eligibility

9 Compensatory time off may be earned in lieu of cash only when an agency  
10 and the employee agree. Compensatory time must be granted at the rate of  
11 one and one-half (1-1/2) hours of compensatory time for each hour of  
12 overtime worked.  
13

14 B. Maximum Compensatory Time

15 Employees may accumulate no more than two hundred forty (240) hours of  
16 compensatory time, or four hundred eighty (480) hours for law enforcement  
17 employees or employees engaged in public safety or emergency response  
18 activities.  
19

20 C. Compensatory Time Use

21 Employees must use compensatory time prior to using vacation leave,  
22 unless this would result in the loss of their vacation leave. Compensatory  
23 time must be used and scheduled in the same manner as vacation leave, as  
24 in Article 10, Vacation Leave. The Employer may schedule an employee to  
25 use his or her compensatory time with seven (7) calendar days' notice.  
26

27  
28 D. Compensatory Time Cash Out

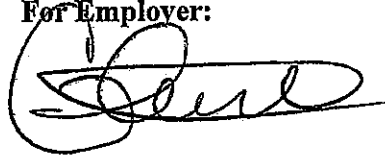
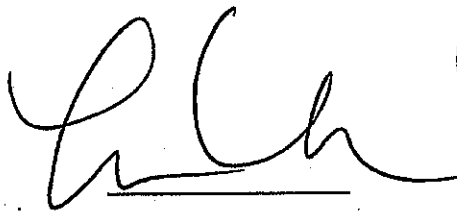
29 All compensatory time must be used by June 30th of each year. If  
30 compensatory time balances are not scheduled to be used by the employee  
31 by April of each year, the supervisor shall contact the employee to review

his or her schedule. The employee's compensatory time balance will be  
cashed out every June 30th or when the employee:

1. Leaves state service for any reason,
2. Transfers to a position in his or her agency with different funding sources,  
or
3. Transfers to another state agency.

For Union:

For Employer:



Date 8/22/06

Date 8/22/06

**ARTICLE 8**

**TRAINING**

**8.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance employee development. The Employer will provide training in accordance with WAC 357-34 and available resources.

**8.2** In accordance with WAC 357-34, the Employer agrees to prepare a training and development plan based on an assessment of each agency's employee's and development needs.

**8.3** The agency training and development plan must state the Employer's policies and objectives for employee training and development and such policies must address, at a minimum, the following:

- A. Identification of the person responsible for employee training and development;
- B. Criteria for employee eligibility;
- C. Criteria for determining employees' work status while participating in training and development activities;
- D. Criteria for education leave;
- E. Tuition reimbursement or fee waiver policy;
- F. Mandated training in accordance with state and federal regulations;
- G. Entry-level management/supervisory training;



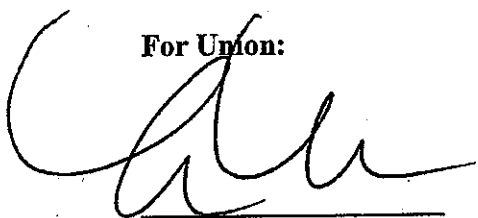
1 H. Assessment of employee training and development needs;

2  
3 I. Evaluation of the training and development programs; and

4  
5 J. Assignments for career development in accordance with WAC 357-34-  
6 050.

7  
8 8.4 The Employer will provide appropriate training on supervision/inmate relations  
9 for employees whose duty involves interacting with incarcerated individuals.

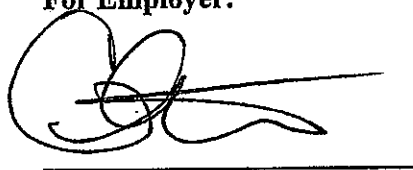
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12 For Union:

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15  
16 Date

8/16/06

17 For Employer:



Date

8/16/06

**ARTICLE 9**

**HOLIDAYS**

**9.1 Holidays**

The following days are legal holidays as designated by statute:

1. The first day of January (New Year's Day);
2. The third Monday of January (Martin Luther King, Jr.'s birthday);
3. The third Monday of February (Presidents' Day);
4. The last Monday of May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The first Monday in September (Labor Day);
7. The eleventh day of November (Veterans' Day);
8. The fourth Thursday of November (Thanksgiving Day);
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth day of December (Christmas Day);
11. Personal holiday as provided in Section 9.3 below.

**9.2 Holiday Rules**

The following rules apply to the holidays listed:

- A. Employees will be paid at a straight time rate even though they do not work.
- B. If an employee works on a holiday, he or she will be paid for the actual hours worked at the straight time rate plus the overtime rate, as outlined in Article 7, Overtime.

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C. For full-time employees on a Monday through Friday work schedule:

1. Whenever any holiday falls on a Saturday, the preceding Friday shall be the holiday.
2. Whenever any holiday falls on a Sunday, the following Monday shall be the holiday.

D. For full-time employees not on a Monday through Friday work schedule:

1. When a holiday falls on the employee's scheduled work-day, that day will be considered the holiday.
2. When a holiday falls on an employee's regularly scheduled day off, the agency will decide whether it will be observed on the employee's work-day before or after the holiday.

E. For employees working a night shift schedule which begins on one calendar day and ends on the next, the holiday shall be determined by the agency to commence either at the start of the scheduled night shift that begins on the calendar holiday, or at the start of the shift that precedes the calendar holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not

1 including the holiday) will be compensated in cash for the holiday in an  
2 amount proportionate to the time in pay status during the month to that  
3 required for full-time employment.

4  
5 G. A full-time employee who would otherwise be entitled to a holiday but is  
6 on leave without pay will receive compensation for the holiday, provided  
7 he or she has been in pay status for eighty (80) non-overtime or non-  
8 standby hours during the month, not counting the holiday. Compensation  
9 for holidays for other than full-time employees during leave without pay  
10 will be proportionate to the time in pay status required for full-time  
11 employment. The employee must be employed before and after the  
12 holiday and for a period of at least twelve (12) calendar days during the  
13 month in addition to the holiday.

14  
15 **9.3 Personal Holiday**

16 A. Each employee may select one (1) personal holiday each calendar year,  
17 under the following conditions:

- 18  
19 1. The employee has been continuously employed for more than four  
20 (4) months.  
21  
22 2. The employee has given not less than fourteen (14) calendar days'  
23 notice to the supervisor; provided, however, the employee and the  
24 supervisor may agree upon an earlier date; and  
25  
26 3. The number of employees selecting a particular day off allows an  
27 agency to continue its work efficiently and not incur overtime.  
28

29 B. Entitlement to the holiday will not lapse when denied under Subsection  
30 A.3, above.  
31

1 C. Full-time alternate work schedule employees shall receive regular pay for  
2 each personal holiday.

3  
4 D. Part-time employees shall be entitled to the number of paid hours on a  
5 personal holiday that their monthly schedule bears to a full time schedule.

6  
7 E. Part or all of a personal holiday may be donated to another employee for  
8 shared leave. That portion of a personal holiday that is accrued, donated  
9 as shared leave, and then returned during the same calendar year to the  
10 donating employee, may be taken by the donating employee.

11  
12 9.4 This Article does not apply to the Teacher's Bargaining Unit at the Washington  
13 School for the Deaf.

14  
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16 For Union:

17  
18  
19  
20 Date

8/16/06

For Employer:

21 Date

8/16/06

**ARTICLE 10**

**VACATION LEAVE**

**10.1** Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement. This Article does not apply to the Teacher's Bargaining Unit at the School for the Deaf.

**10.2 Vacation Leave Credits**

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

**10.3 Vacation Leave Accrual**

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule below in Section 10.4

Vacation leave credit earned by part-time employees will be computed and accrued in an amount proportionate to the number of hours the part-time employee is in pay status during the month relative to that required for full-time employment.

**10.4 Vacation Leave Accrual Rate Schedule**

**Full Years of Service**

During the first year of current continuous employment

**Hours Per Year**

Ninety-six (96)

During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

**10.5 Vacation Scheduling**

- A. Vacation leave will be charged in one tenth (1/10th) of an hour increments.
- B. When considering requests for vacation leave the employing agency shall give due regard to the needs of the employee but may require that leave be taken when it will least interfere with the work of the agency.
- C. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.

1 D. Employees will not request or be authorized to take scheduled vacation  
2 leave if they do not have sufficient vacation leave credits to cover the  
3 absence.  
4

5 **10.6 Family Care**

6 Employees may use vacation leave for care of family members as required by the  
7 Family Care Act, WAC 296-130.  
8

9 **10.7 Vacation Leave Maximum**

10 Employees may accumulate maximum vacation balances not to exceed two  
11 hundred forty (240) hours. However, there are two (2) exceptions that allow  
12 vacation leave to accumulate above the maximum:  
13

14 A. If an employee's request for vacation leave is denied by the Employer, and the  
15 employee is close to the vacation leave maximum, the agency may file an  
16 exception to the maximum with the Department of Personnel. If the agency  
17 files an exception, the employee's vacation leave maximum will be extended  
18 for each month that the Employer must defer the employee's request for  
19 vacation leave.  
20

21 B. An employee may also accumulate vacation leave days in excess of two  
22 hundred forty (240) hours as long as the employee uses the excess balance  
23 prior to his or her anniversary date. Any leave in excess of the maximum that  
24 is not deferred in advance of its accrual as described above, will be lost on the  
25 employee's anniversary date.  
26

27 **10.8 Separation**

28 Any employee who resigns with adequate notice, retires, is laid-off, or is  
29 terminated by the Employer, will be entitled to payment for vacation leave credits.  
30 In addition, the estate of a deceased employee will be entitled to payment for  
31 vacation leave credits.



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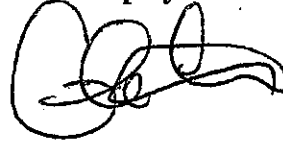
For Union:



Date

8/22/06

For Employer:



Date

8/22/06

ARTICLE 11

SICK LEAVE

11.1 Sick Leave Accrual

~~Full-time employees~~ A full-time employee will accrue eight (8) hours of sick leave after he or she has been in pay status for eighty (80) non-overtime hours in a calendar month under the following conditions:

A. ~~The employee must be employed for fifteen (15) calendar days or more during the month.~~

B. ~~Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.~~

C. ~~Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.~~

D. ~~Sick leave credit for other than full time~~ Part-time employees will accrue sick leave be computed and accrued in an amount proportionate to the time the number of hours the part-time employee is in pay status during in the month, to that required for full-time employment.

11.2 Sick Leave Use

Sick leave will be charged in one tenth (1/10th) of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

- 1  
2 B. Care of family members as required by the Family Care Act, WAC 296-  
3 130.  
4  
5 C. Qualifying absences for Family and Medical Leave (Article 13).  
6  
7 D. Exposure of the employee to contagious disease when attendance at work  
8 would jeopardize the health of others.  
9  
10 E. Preventative health care of relatives or household members, up to one (1)  
11 day for each occurrence or as extended by the agency when an employee  
12 is required to be absent to provide care or transportation for a relative of  
13 the employee or the employee's spouse or for a member of employee's  
14 household obtaining preventative health care.  
15  
16 F. Illness of a qualifying child.  
17  
18 G. Illness of relatives or household members, up to five (5) days for each  
19 occurrence or as extended by the Employer.  
20  
21 ~~H. A death of any relative that requires the employee's absence from work.~~  
22 ~~Sick leave use for bereavement is limited to three (3) days or as extended~~  
23 ~~by the agency for travel. Relatives are defined for this purpose as spouse,~~  
24 ~~significant other, son, daughter, grandchild, foster child, son in law,~~  
25 ~~daughter in law, grandparent, parent, brother, sister, aunt, uncle, niece,~~  
26 ~~nephew, first cousin, brother in law, sister in law and corresponding~~  
27 ~~relatives of employee's spouse or significant other.~~  
28

29 **11.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

1 The Employer ~~will~~ may allow an employee to use compensatory time or vacation  
2 leave for sick leave purposes in the same manner as the use of accrued sick leave.  
3

4 **11.4 Restoration of Vacation Leave**

5 When a condition listed in Subsection 11.2 A, above, arises while the employee is  
6 on vacation leave, the employee will be granted accrued sick leave, in lieu of the  
7 approved vacation leave, provided that the employee requests such leave within  
8 fourteen (14) calendar days of his or her return to work. The equivalent amount  
9 of vacation leave will be restored.  
10

11 **11.5 Sick Leave Reporting and Verification**

12 An employee must promptly notify his or her supervisor on the first day of sick  
13 leave and each day after, unless there is mutual agreement to do otherwise. Upon  
14 returning to work, the employee shall report the general reason or circumstance  
15 for the sick leave. A medical certificate may be required when there is cause to  
16 suspect sick leave abuse; to assist agencies in protecting the employee from  
17 returning to work too soon following an illness or injury; or to protect fellow  
18 employees or clients from contagious illness. A medical certificate must be  
19 required if the reason was personal illness and the absence continued for more  
20 than ten (10) continuous working days.  
21

22  
23 **11.6 Sick Leave Annual Cash Out**

24 Each January, employees are eligible to receive cash on a one (1) hour for four (4)  
25 hours basis for ninety-six (96) hours or less of their accrued sick leave, if:  
26

- 27 A. Their sick leave balance at the end of the previous calendar year exceeds  
28 four hundred and eighty (480) hours;  
29  
30 B. The converted sick leave hours do not reduce their previous calendar year  
31 sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

#### 11.7 Sick Leave Separation Cash Out

At the time of death, an eligible employee's estate will receive compensation for his or her total sick leave balance on a one (1) hour for four (4) hours basis. At the time of retirement from state service, an eligible employee will receive compensation for his or her sick leave balance on an one (1) hour to four (4) basis, which will be forwarded to their Voluntary Employee Beneficiary Associations. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

#### 11.8 Reemployment

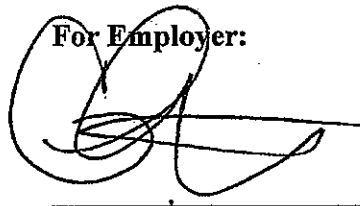
Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

For Union:



Date 8/17/06

For Employer:



Date 8/17/06

**ARTICLE 12**  
**SHARED LEAVE**

**12.1 Shared Leave**

The purpose of the state leave sharing program is to permit state employees to donate vacation/annual leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation/annual leave, sick leave, or a personal holiday. For purposes of the Washington state leave sharing program, the following definitions apply:

- A. "Employee" means any employee who is entitled to accrue sick leave or vacation/annual leave and for whom accurate leave records are maintained.
- B. Employee's "relative" normally shall be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.

1 E. "Service in the uniformed services" means the performance of duty on a  
2 voluntary or involuntary basis in a uniformed service under competent  
3 authority and includes active duty, active duty for training, initial active  
4 duty for training, inactive duty training, full-time national guard duty  
5 including state-ordered active duty, and a period for which a person is  
6 absent from a position of employment for the purpose of an examination  
7 to determine the fitness of the person to perform any such duty.

8 F. "Uniformed services" means the armed forces, the army national guard,  
9 and the air national guard of any state, territory, commonwealth,  
10 possession, or district when engaged in active duty for training, inactive  
11 duty training, full-time national guard duty, state active duty, the  
12 commissioned corps of the public health service, the Coast Guard, and any  
13 other category of persons designated by the President of the United States  
14 in time of war or national emergency.

15 **12.2 Shared Leave Receipt**

16 An employee may be eligible to receive shared leave under the following  
17 conditions:

18 A. The employee's agency head determines that the employee meets the  
19 criteria described in this Section.

20 1. For work-related illness or injury, the employee has diligently  
21 pursued and been found to be ineligible for benefits under RCW  
22 51.32 if the employee qualifies under Subsection B.1(a) of this  
23 Section.

24 2. The employee has abided by agency policies regarding the use of  
25 sick leave if the employee qualifies under Subsection B.1(a) of this  
26 Section.

1           3.     The employee has abided by agency policies regarding the use of  
2                 vacation/annual leave and paid military leave if the employee  
3                 qualifies under Subsection B.1(b) of this Section.

4           4.     Donated leave is transferable between employees in different state  
5                 agencies with the agreement of both agency heads.

6         B.     An employee may donate vacation/annual leave, sick leave, or personal  
7                 holiday to another employee only under the following conditions:

8           1a.    The receiving employee suffers from, or has a relative or  
9                 household member suffering from, an illness, injury, impairment,  
10                or physical or mental condition which is of an extraordinary or  
11                severe nature; or

12          1b.    The receiving employee has been called to service in the  
13                 uniformed services;

14          2.     The illness, injury, impairment, condition, or call to service has  
15                 caused, or is likely to cause, the receiving employee to:

16               a.     Go on leave without pay status; or

17  
18               b.     Terminate state employment.

19          3.     The receiving employee's absence and the use of shared leave are  
20                 justified.

21          4.     The receiving employee has depleted or will shortly deplete his or  
22                 her:

23               a.     Vacation/annual leave and sick leave reserves if the  
24                       employee qualifies under Subsection B.1 (a) of this  
25                       Section; or



b. Vacation/annual leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection B.1 (b).

5. The agency head permits the leave to be shared with an eligible employee.

6. The donating employee may donate any amount of a vacation/annual leave provided the donation does not cause the employee's vacation/annual leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation/annual leave balances will be prorated.

7. Employees may not donate excess vacation/annual leave that the donor would not be able to take due to an approaching anniversary date.

8. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.

The donating employee may donate all or part of a personal holiday in accordance with WAC 356-18-025. Any portion of a personal holiday that is not used shall be returned to the donating employee.

C. The agency head shall determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of two hundred sixty-one days (261) of shared leave during total state employment, except that a non-permanent employee who is

1 eligible to use accrued leave or personal holiday may not use shared leave  
2 beyond the earlier date of:

- 3 1. The termination date specified in the non-permanent employee's  
4 appointment letter, or
- 5 2. One thousand five hundred sixty (1560) non-overtime hours from  
6 date of appointment to the non-permanent position; unless  
7 extended by the director in accordance with WAC 356-30-065(4),  
8 356-30-067(7), and 356-30-140.

9 D. The agency head shall require the employee to submit, prior to approval or  
10 disapproval, a medical certificate from a licensed physician or health care  
11 practitioner verifying the severe or extraordinary nature and expected  
12 duration of the condition when the employee is qualified under Subsection  
13 12.2.B.1.a. The agency head shall require the employee to submit, prior to  
14 approval or disapproval, a copy of the military orders verifying the  
15 employee's required absence when the employee is qualified for shared  
16 leave under Subsection 12.2.B.1.b.

17 E. Any donated leave may only be used by the recipient for the purposes  
18 specified in this Section.

19 F. The receiving employee shall be paid his or her regular rate of pay;  
20 therefore, one (1) hour of shared leave may cover more or less than one  
21 (1) hour of the recipient's salary. The calculation of the recipient's leave  
22 value shall be in accordance with Office of Financial Management  
23 policies, regulations and procedures. The dollar value of the leave is  
24 converted from the donor to the recipient. The leave received will be  
25 coded as shared leave and be maintained separately from all other leave  
26 balances.

1 G. All forms of paid leave available for use by the recipient must be used  
2 prior to using shared leave when qualified under Subsection B.1(a) of this  
3 Section. All forms of paid leave, except sick leave, available for use by  
4 the recipient must be used prior to using shared leave when qualified  
5 under Subsection B.1(b) of this Section.

6 H. Any shared leave not used by the recipient during each  
7 incident/occurrence as determined by the agency director shall be returned  
8 to the donor(s). The shared leave remaining will be divided among the  
9 donors on a prorated basis based on the original donated value and  
10 returned at its original donor value and reinstated to each donor's  
11 appropriate leave balance. The return shall be prorated back based on the  
12 donor's original donation.

13 I. All donated leave must be given voluntarily. No employee shall be  
14 coerced, threatened, intimidated, or financially induced into donating  
15 leave for purposes of this program.

16 J. Agencies shall maintain records which contain sufficient information to  
17 provide for legislative review.

18 K. An employee who uses leave that is transferred under this Section will not  
19 be required to repay the value of the leave that he or she used.

20 ~~12.3 This Article is grievable only through Step 3 of the grievance process in Article~~  
21 ~~27.~~

22  
23  
24 For Union:

25  
26  
27  
28  
29 Date

7/26/06

For Employer:

Date

7/26/06

**ARTICLE 13**  
**FAMILY AND MEDICAL LEAVE**

**13.1**

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), and the Washington Family Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, or parent, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adoptive, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18) or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Parent means a biological or adoptive parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter.

1 B. Entitlement to FMLA leave for the care of a newborn child or newly  
2 adopted or foster child ends twelve (12) months from the date of birth or  
3 the placement of the foster or adopted child.

4  
5 C. The one thousand two hundred fifty (1,250) hour eligibility requirement  
6 noted above does not count paid time off such as time used as vacation  
7 leave, sick leave, exchange time, personal holidays, compensatory time  
8 off, or shared leave.

9  
10 13.2 The twelve (12) week FMLA leave entitlement is available to the employee,  
11 provided that eligibility requirements listed in Section 13.1 are met. The FMLA  
12 leave entitlement period will be a rolling twelve (12) month period measured  
13 forward from the date an employee begins FMLA leave. Each time an employee  
14 takes FMLA leave during the twelve (12) month period, the leave will be  
15 subtracted from the twelve (12) weeks of available leave.

16  
17 13.3 The Employer will continue the employee's ~~existing employer paid health~~  
18 ~~insurance benefits~~ as defined by RCW 49.78.020(6) during the period of leave  
19 covered by FMLA. The employee will be required to pay his or her share of  
20 health care premiums.

21  
22 13.4 The Employer has the authority to designate absences that meet the criteria of the  
23 FMLA, in accordance with WAC 357-31-535. The use of any paid or unpaid  
24 leave for an FMLA-qualifying event will run concurrently with, not in addition to,  
25 the use of the FMLA for that event. ~~Employees will be required to exhaust all~~  
26 ~~paid leave excluding compensatory time prior to using any leave without pay,~~  
27 ~~except for FMLA leave for a work-related injury or illness. Employees may~~  
28 choose to use appropriate paid leave or leave without pay for absences granted in  
29 accordance with RCW 49.78. Leave for a work-related injury, covered by  
30 workers' compensation or assault benefits, will also run concurrently with the  
31 FMLA.

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**13.5**

A. Parental leave shall be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the Agency Head Step of the grievance procedure in Article 27.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

**13.6** Serious health condition leave consistent with the requirements of the FMLA shall be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA shall be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

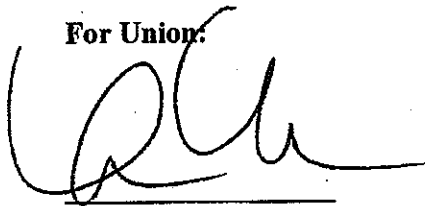
**13.7** Leave for a FMLA-qualifying event ~~Personal medical leave or serious health condition leave covered by the FMLA~~ may be taken intermittently when certified as medically necessary in accordance with WAC 357-31-545.

1   **13.8**   Upon returning to work after the employee's own FMLA-qualifying illness, the  
2           employee will be required to provide a fitness for duty certificate from a health  
3           care provider.  
4

5   **13.9**   If the need is foreseeable, the employee shall provide the Employer with not less  
6           than thirty (30) days' notice before the FMLA leave is to begin. If the need for  
7           the leave is unforeseeable thirty (30) days in advance, then the employee shall  
8           provide such notice when feasible.  
9

10   **13.10** Following an absence granted for the situations in Subsection 13.1 A of this  
11           Article, the employee shall return to the same or equivalent position held prior to the  
12           absence as set forth in RCW 49.78.070280.  
13  
14

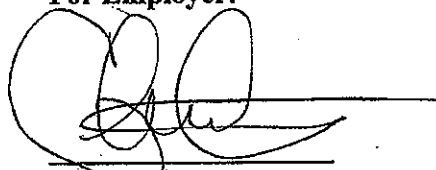
15           **For Union:**

16           

17           Date

18           7/28/06  
19  
20

**For Employer:**



            Date

            7/28/06

**ARTICLE 14**  
**NON-OPERATIONAL WORKSITES/INABILITY**  
**TO REPORT TO WORK**

14.1 If the Employer ~~decides~~ determines that a state office or work location is non-operational for reasons including, but not limited to, inclement weather, natural disasters and health or safety threats, the Employer may take the following actions:

A. Non-emergency employees (as determined by an agency head or designee) may be released with no loss of pay during any disruption of services.

B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during any disruption of services.

14.2 Employees who work their normal hours during the disruption will not receive additional compensation.

14.3 If a work location remains fully operational but an employee is unable to report to work or remain at work due to ~~for reasons including inclement weather, and natural disasters, or other reasons as determined by the Employer,~~ the employee's leave will be charged in the following order:

A. Any earned compensatory time

B. Any accrued vacation leave

C. Up to three (3) days of accrued sick leave per calendar year

D. Leave without pay



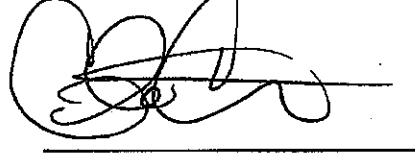
1  
2  
3 14.4 Tardiness due to an employee's inability to report for scheduled work because of  
4 for reasons including inclement weather, natural disasters, and safety threats, or other  
5 reasons as determined by the Employer will be allowed up to one (1) hour of paid  
6 time at the beginning of the workday. Section 14.3 will apply to any additional late  
7 time.  
8  
9

10 For Union:

11   
12  
13

14 Date 7/27/06  
15

For Employer:

  
Date

7/27/06

ARTICLE 15

MISCELLANEOUS LEAVE

15.1 Leave with Pay ~~Employees shall be allowed paid leave, during scheduled work time, for:~~

Leave with pay will be in accordance with WAC 357-31-325.

~~A. Examinations or interviews for state employment,~~

~~B. To receive assessment from the Employee Advisory Service Assistance Program, or~~

~~C. To serve as a member of a jury.~~

~~Employees shall receive their basic salary and be allowed to retain any compensation paid to them for their jury duty service.~~

15.2 D. Leave for Life-Giving Procedures

~~In accordance with the provisions of Executive Order 02-01, Employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures, upon approval. "Life-giving procedure" is defined as a medically supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a live-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.~~

~~15.2 In the Department of Natural Resources, leave with pay equivalent to one (1) regular work shift may be allowed for the purpose of rest and recuperation after ten (10) consecutive days performing emergency work under an incident command system as defined in RCW 38.52.010.~~

**15.3 Jury Duty**

Leave for jury duty will be accordance with WAC 357-31-310 through 315.

**15.43 Respond to Subpoena**

A subpoenaed employee will receive leave with pay, during scheduled work time, to appear in court or an administrative hearing to testify about a job-related matter unless he or she is a party in the matter or has an economic interest in the matter. Nothing in this Section shall preclude an employee from receiving leave with pay to appear in court or an administrative hearing on behalf of the Employer, or as provided in Article 27, Grievance Procedure.

**15.54 Travel for Miscellaneous Leave**

Employees shall not be eligible for per diem, travel time, and/or ~~or~~ travel expenses under this Article, except as ~~to~~ On a case-by-case -basis the Appointing Authority may approve part or all expenses under this Article.

**15.65 Military Leave**

In addition to fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

**15.7 Bereavement Leave**

A. An employee is entitled to three (3) days of paid bereavement leave if his or her family member or household member dies. An employee may

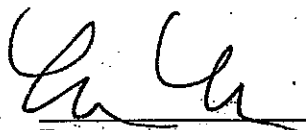
request less than three (3) days of bereavement leave.

B. The Employer may require verification of the family member's or household member's death.

C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, his or her personal holiday or leave without pay for purposes of bereavement and in accordance with this agreement.

For purposes of this sub-article a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, grandparent, grandchild, child and step-child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

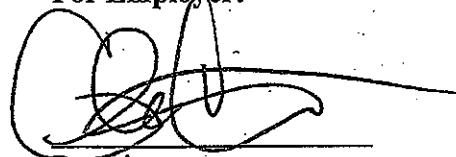
For Union:



Date

8/17/06

For Employer:



Date

8/17/06

**ARTICLE 16**  
**LEAVE WITHOUT PAY**

**16.1** Leave without pay shall be granted for the following reasons:

- A. Family and medical leave (Article 13)
- B. Compensable work-related injury or illness leave
- C. Military leave
- D. Child and elder care emergencies

**16.2** Leave without pay may be granted for the following reasons:

- A. Education leave
- B. U.S. Public Health Service and Peace Corps leave
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. As otherwise provided for in this Agreement

**16.3 Limitations**

Leave without pay shall be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for compensable work-related injury or illness, or educational, governmental service, military, or seasonal career employment leaves.

1  
2 **16.4 Returning Employee Rights**

3 Employees returning from authorized leave without pay shall be employed in the  
4 same position or in another position in the same job classification and the same  
5 geographical area, as determined by the Employer, provided that such  
6 reemployment is not in conflict with other articles in this Agreement.  
7

8 **16.5 Educational Leave**

9 Leave without pay may be granted for educational leave for the duration of actual  
10 attendance in an educational program.  
11

12 **16.6 Child and Elder Care Emergencies**

13 Leave without pay shall be granted for child and elder care emergencies and is  
14 limited to a maximum of three (3) days per calendar year. Compensatory time or  
15 paid leave may also be used for child and elder care emergencies, subject to the  
16 limitations above.  
17

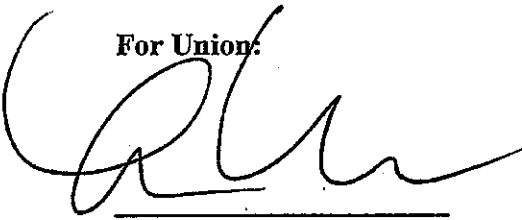
18 **16.7 Seasonal Career Employment**

19 Leave without pay may be granted to seasonal career employees during their off-  
20 season.  
21

22 **16.8 Governmental Service Leave**

23 Leave without pay may be granted for governmental service in the public interest,  
24 including but not limited to the U.S. Public Health Service or Peace Corps leave.  
25

26 **For Union:**

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28  
29  
30 8/14/06

**For Employer:**

  
8/14/06

**ARTICLE 17**  
**SAFETY AND HEALTH**

17.1 The Employer, and the Employee and Union have a responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/rules/wacs.htm>. Safety committees will be established in accordance with WAC. The Safety Officer's name and phone number will be posted on WISHA workplace posters.

B. Employees will comply with all safety practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

D. Grievances concerning safety conditions are permitted, but will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

17.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and ergonomic equipment that employees will wear and/or use.

A. Employees shall wear or use Employer-provided safety equipment appropriate to the situation when working in an environment for which the safety equipment is required, and employees shall be furnished notice of such safety equipment requirements in writing.

1  
2 B. Each employee shall be responsible for the safe operation and for the  
3 preventative maintenance of all assigned equipment within the resources  
4 provided by the Employer.

5  
6 C. The Employer will provide employees with appropriate orientation and/or  
7 training to perform their jobs safely.  
8

9 17.3 Smoking is prohibited within Employer facilities, buildings and vehicles.

10  
11 17.4 If the Employer determines there is a valid threat, the Employer will follow its  
12 written emergency and/or evacuation procedures.

13  
14  
15 For Union:

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17  
18  
19  
20  
Date 7/28/06

For Employer:

Date 7/28/06



ARTICLE 18

WILDFIRE SUPPRESSION AND OTHER EMERGENCY DUTY

18.1 The provisions of this Article apply to all Department of Natural Resources (DNR) employees when performing wildfire suppression or other emergency duties under the incident command system.

18.2 Fire Season Work Schedules

While the state's fire season is in effect, work schedules for wildfire suppression personnel may be assigned that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Such fire season schedules shall provide for equitable rotation if requested by a majority of the affected employees.

18.3 For those employees whose permanent or temporary duty station is a correctional facility, DNR shall establish, by April 15 each year, a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with reasonable notice to their first-line management supervisor. The priority list shall be posted in a place visible to employees.

18.4 Rotational Fire Duty Standby

While the state's fire season is in effect, separate rotational standby schedules may be established for incident command system positions of Division Supervisor, Task Force Leader, and Resource Boss. If established, the rotational schedules will be posted in region and division offices and updated weekly. Actual rotation will not begin or continue except as authorized by the Employer. The Employer will make pagers or similar communication devices available to employees if on rotational standby for deployment as a Division Supervisor, Task Force Leader, or Resource Boss.

1  
2 **18.5 Agreement Applies to All Deployments**

3 A. Wildfire suppression working conditions, as specified in this Agreement,  
4 are considered usual and customary in any wildfire suppression operation  
5 to which the Employer has deployed employees.

6  
7 B. On inter-agency fires, DNR shall designate a knowledgeable agency  
8 representative or contact to ensure compliance with provisions of this  
9 Agreement.

10  
11 **18.6 Length of Deployment**

12 A. The Employer retains sole authority to dispatch employees to fires even  
13 when dispatched to inter-agency fires.

14  
15 B. If not released from wildfire suppression duty by the tenth (10th)  
16 consecutive day following deployment away from their duty station,  
17 employees will be scheduled for rest and recuperation and unavailable for  
18 work assignments for twenty-four (24) hours. The rest and recuperation  
19 period is intended to occur no later than the fourteenth (14th) consecutive  
20 calendar day. Up to forty-eight (48) hours of travel to and up to forty-  
21 eight (48) hours of travel from the fire incident are excluded in calculating  
22 ten (10) consecutive days. During a rest and recuperation period, the  
23 employee will be paid eight (8) hours miscellaneous leave (ten (10) hours  
24 miscellaneous leave for an employee on a 4-10 schedule). Rest and  
25 recuperation leave is paid at the employee's straight time hourly rate.

26  
27 C. When a rest and recuperation period, as discussed above, does not occur  
28 because of scheduling considerations before release from fire suppression  
29 duty away from an employee's duty station, the employee shall take rest  
30 and recuperation miscellaneous leave on the first calendar day after  
31 returning from fire duty to the employee's regular duty station.

1  
2 D. Deployment beyond fourteen (14) consecutive days requires mutual  
3 agreement of the employee's Region/Division Manager, the DNR  
4 Resource Protection Division Manager, and the employee. Approval to  
5 extend fire duty deployment beyond fourteen (14) consecutive calendar  
6 days shall include a provision for scheduling a rest and recuperation  
7 period if not already taken at the earliest opportunity consistent with safety  
8 and scheduling considerations.  
9

10 **18.7 Normal Rest Periods**

11 When an employee is deployed under the incident command system to wildfire  
12 suppression duty, it is normally appropriate to grant a reasonable rest period after  
13 twelve (12) hours of fire line duty. Except when precluded by extraordinary  
14 circumstances, a rest period is eight (8) or more continuous duty/travel free hours.  
15

16 **18.8 Fit for Duty**

17 As in all other instances, employees while deployed to wildfire suppression and/or  
18 other emergency duty under the incident command system are responsible within  
19 their means to be physically able to resume their duties at the start of each work  
20 shift.  
21

22 **18.9 Fire Camp**

23 A. DNR employees are not required to remain in wildfire base camp during  
24 off duty hours.  
25

26 B. When a wildfire suppression base camp is established for overnight  
27 operation and one-way travel to the nearest community does not  
28 unreasonably exceed one (1) hour, the Employer will, except when  
29 precluded by extraordinary circumstances, provide for round trip  
30 transportation to the nearest community for employees who are off duty.  
31

**18.10 Laundry Services**

After five (5) consecutive calendar days away from their duty station, employees deployed to emergency duty under the incident command system shall be entitled to laundry services until released from emergency duty. If contracted laundry services are not provided, employees shall be reimbursed for laundry costs incurred pursuant to the Office of Financial Management, State Administrative and Accounting Manual, Subsection 10.60.10.

**18.11 Return to Normal Duties**

A. Upon return to normal duties following release from extended emergency duty under the incident command system, the Employer will provide work for an employee during regular scheduled hours if there is work that the employee can perform safely and productively. If, in the immediate supervisor's judgment, there is not work that the employee can safely and productively perform, the immediate supervisor will direct the employee to go off duty and will notify the employee when scheduled to return to duty. If an employee is directed to rest at the duty station, the directed rest time at the duty station is duty time.

B. If an employee returning from extended emergency duty under the incident command system is directed to go off duty or desires to go off duty, the employee may request to be allowed to delay the start of his or her normal schedule of regular hours and to make up regular shift hours during the remainder of the workday or during the remainder of the workweek without incurring overtime. The Employer will within reason approve such employee requests. The Union acknowledges there may be circumstances that preclude approving a request. When regular hours are made up during the remainder of the workday or during the remainder of the workweek, the regular hours are paid at the straight time rate. If an employee returning from extended emergency duty under the incident

command system requests to use accrued vacation leave, the Employer will within reason approve the employee request.

**18.12 Meals**

A. When fire safety requires employees to remain at a fire site for a period which extends three (3) or more hours beyond their normal eight (8) hour work shift, each employee is entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter.

B. In emergency situations, on short notice, when an employee is required to report for duty for three (3) or more hours prior to their normal work shift, each employee is entitled to a nutritious meal.

C. Meal delivery requirements may be flexible to facilitate a hot or a better quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a majority of the employees involved.

**18.13 Sleeping Bags**

On a project fire, each employee who remains at the site shall be provided a sleeping bag and a sleeping pad of good quality.

**18.14 Inclement Weather Facilities**

On a project fire during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

**18.15 Shower Facilities**

On a project fire, shower facilities including soap shall be made available as soon as possible except when precluded by extraordinary circumstances.

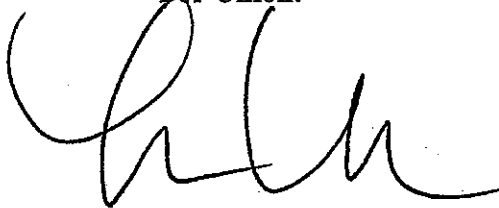
18.16 Work Capacity Testing

The physical fitness levels for wildland fire assignments will be as designated in the National Interagency Incident Management System Wildland Fire Qualification System Guide published by the National Wildfire Coordinating Group (PMS 310-1).

For a wildland fire assignment not included in the National Interagency Incident Management System Wildland Fire Qualification System Guide, the Employer agrees to include the Union in a study of the tasks comprising the assignment and the appropriateness of a physical fitness level designation applying shall designate a physical fitness level based on a comparison of the duties of the wildland fire assignment with the definitions of arduous, moderate and light physical fitness levels provided in the National Interagency Incident Management System Wildland Fire Qualification System Guide.

Physical fitness levels of employees who are subject to being assigned wildland fire duties will be evaluated using the applicable Work Capacity Test, i.e. arduous, moderate or light, developed by the USDA Forest Service Missoula Technology and Development Center to evaluate a worker's capacity to meet National Wildfire Coordinating Group physical fitness standards.

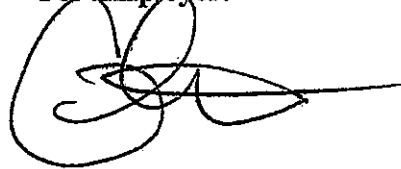
For Union:



Date

8/22/06

For Employer:



Date

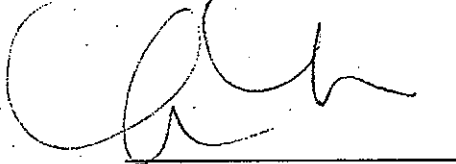
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**ARTICLE 19**  
**INMATE CREW SUPERVISION**

19.1 Inmate crew size is normally ten (10) inmates. However, after investigation of circumstances brought to the attention of the Employer by an inmate crew supervisor, actions taken by the Employer to ensure the safety of the inmate crew supervisor and the inmate crew members may include adjustment of the crew size on a given day.

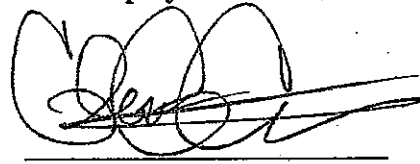
19.2 Inmate crew supervisors are responsible for inmates at all times while inmates are under their supervision. Inmate crew supervisors are responsible to immediately report inmate incidents, including inmate flight. Inmate crew supervisors are not responsible for capturing inmates who flee. While in a camp, inmate crew supervisors are to be relieved of supervision of inmates during meal periods.

**For Union:**



Date 7/24/06

**For Employer:**



Date 7/24/06

ARTICLE 20

UNIFORMS, TOOLS AND EQUIPMENT

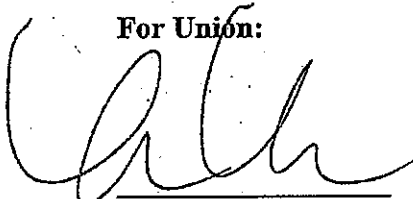
20.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide uniforms or equivalent clothing allowance.

20.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged or lost due to proven negligence by the employee.

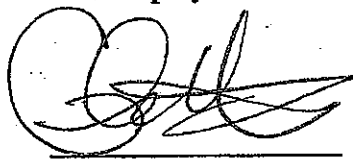
For Union:



Date

8/17/06

For Employer:



Date

8/17/06



**ARTICLE 21**  
**DRUG AND ALCOHOL FREE WORKPLACE**

**21.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

**21.2 Possession of Alcohol and Illegal Drugs**

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

1. The premises are considered residences;
2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law; or
3. The use or possession is required pursuant to a lawful investigation.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

**21.3 Prescription Medications**

Employees are responsible for consulting their physician as to any limitations on their ability to perform the duties of their position as a result of taking physician-prescribed drugs. Employees shall report any such limitations to their supervisor or other designated official before resuming their work duties.

**21.4 Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard are subject to pre-

1 employment, post-accident, random and reasonable suspicion testing in  
2 accordance with the U.S. Department of Transportation Rules, Coast  
3 Guard Regulations (46 CFR Part 16) or the Federal Omnibus  
4 Transportation Employee Testing Act of 1991. The testing shall be  
5 conducted in accordance with current agency policy.  
6

7 B. In addition, employees who perform safety-sensitive functions are subject  
8 to pre-employment, post-accident, post-firearm shooting incidents, and  
9 reasonable suspicion testing. The testing shall be conducted in accordance  
10 with agency policy.  
11

12 C. Safety-sensitive is defined as those positions where an employee is issued  
13 a firearm, works with incarcerated minors or offenders, required to operate  
14 state-owned motorized equipment, dispenses medication or transports  
15 clients, students, citizens, patients, residents or offenders.  
16

17 **21.5 Reasonable Suspicion Testing**

18 Reasonable suspicion testing for alcohol or controlled substances may be directed  
19 by the Employer for any employee performing safety sensitive functions or any  
20 employee of the WSP when there is reason to suspect that alcohol or controlled  
21 substance usage may be adversely affecting the employee's job performance or  
22 that the employee may present a danger to the physical safety of the employee or  
23 another. Specific objective grounds must be stated in writing that support the  
24 reasonable suspicion.  
25

26 **21.6 Referral and Testing**

27 A. Referral

28 Referral for testing will be made on the basis of specific objective grounds  
29 documented by a supervisor who has attended the training on detecting the  
30 signs/symptoms of being affected by controlled substances/alcohol and  
31 verified by another trained supervisor or manager.

1  
2       B.     Testing

3             A refusal to test is considered the same as a positive test. When an  
4             employee is referred for testing, he or she will be removed immediately  
5             from duty and transported to the collection site. The cost of testing,  
6             including the employee's salary will be paid by the Employer.

7  
8             Testing will be conducted in such a way to ensure maximum accuracy and  
9             reliability by using the techniques, chain of custody procedures,  
10            equipment and laboratory facilities, which have been approved by the U.S.  
11            Department of Health and Human Services. All employees notified of a  
12            positive controlled substance or alcohol test result may request an  
13            independent test of their split sample at the employee's expense. If the  
14            test result is negative, the Employer will reimburse the employee for the  
15            cost of the split sample test.

16  
17    21.7    Discipline

18            An employee who is found to be impaired on the job due to the use of controlled  
19            substances or alcohol may be subject to disciplinary action in accordance with  
20            existing laws and regulations, but the results of such drug or alcohol test shall  
21            provide no independent basis for disciplinary action. The agency may use the  
22            results of a drug or alcohol test to require an employee to successfully complete a  
23            rehabilitation plan. The rehabilitation plan terms may require the employee to  
24            pass all subsequent drug or alcohol tests. In this situation, the results of a  
25            subsequent drug or alcohol test may be the basis for disciplinary action.

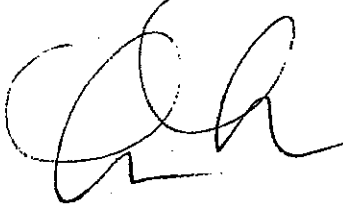
26  
27            In the event an employee is found to have used controlled substances or alcohol,  
28            the agency shall inform the employee of available assistance through the  
29            ~~Employee advisory service~~ Assistance Program or other similar program.  
30  
31

1 **21.8 Training**

2 Training will be made available to all managers and supervisors. The training  
3 will include:


- 4
- 5 A. The elements of the Employer's Drug and Alcohol Free Workplace  
6 Program;
- 7
- 8 B. The effects of drugs and alcohol in the workplace;
- 9
- 10 C. Behavioral symptoms of being affected by controlled substances and/or  
11 alcohol;
- 12
- 13 D. Rehabilitation services available; and
- 14
- 15 E. Medical confidentiality and HIPPA regulations regarding prescription and  
16 over-the counter medications.
- 17
- 18
- 19

20 **For Union:**

21 

22  
23  
24  
25 Date 7/26/06

**For Employer:**



Date 7/26/06